

VILLAGE OF NORTHFIELD
RESOLUTION NO. 2014-71

INTRODUCED BY:

AN EMERGENCY RESOLUTION
CONTINUING THE APPOINTMENT OF RICHARD S. WASOSKY OF EUTHENICS, INC.
AS THE VILLAGE OF NORTHFIELD MUNICIPAL ENGINEER
FOR THE PERIOD OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2015

WHEREAS, the contract of Richard S. Wasosky of Euthenics, Inc., the Municipal Engineer, expires on December 31, 2014; and

WHEREAS, the Mayor and Council desire to reappoint Richard S. Wasosky of Euthenics, Inc. as the Village of Northfield Municipal Engineer for the calendar year 2015;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

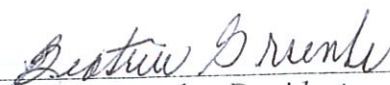
SECTION 1. That Council hereby confirms the Mayor's appointment of Richard S. Wasosky of Euthenics, Inc. as the Village of Northfield Municipal Engineer for the period of January 1, 2015 through December 31, 2015.

SECTION 2. That Richard S. Wasosky of Euthenics, Inc. and any agents designated by Richard S. Wasosky will be compensated as indicated in Exhibit A, which is attached hereto and incorporated herein by reference.

SECTION 3. That any and all studies, drawings, plans, reports, bid documents and correspondence hereinafter designated as Product, either produced by or obtained by Mr. Wasosky for the Village of Northfield are the property of the Village of Northfield and may be retained by Mr. Wasosky for storage and use only during Mr. Wasosky's tenure as Municipal Engineer. All stored Product will not be insured by Mr. Wasosky. All Product produced or obtained by Mr. Wasosky during his entire length of service as Village of Northfield Municipal or Village Engineer shall be returned to the Village of Northfield upon termination of Mr. Wasosky's services with the Village of Northfield.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield, for the reason that it will assist with the operation of a municipal department, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to the Village of Northfield Charter Section 4.11.

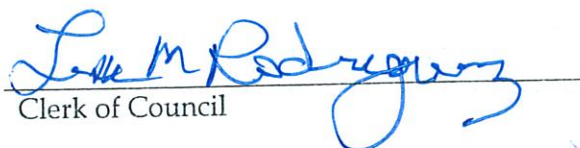
IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of
December, 2014.


Beatrice Greenlee, President
Pro-Tem of Council



Jesse J. Nehez, Mayor

PASSED:

ATTEST:


Clerk of Council

Approved as to Legal Form by the Director of Law.


Bradric T. Bryan
Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 29 day of December, 2014.

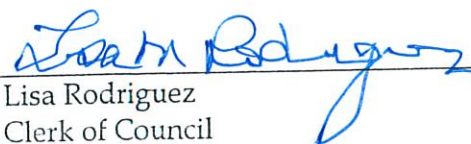

Lisa Rodriguez
Clerk of Council

EXHIBIT A

MUNICIPAL ENGINEER
COMPENSATION SCHEDULE FOR YEAR 2015

1. \$103.00 for Mr. Wasosky's attendance at the first Council meeting of each month;
2. \$103.00 for attending each additional Council meeting and for each Planning Commission Meeting that Mr. Wasosky is requested to attend by the Mayor or Council;
3. \$103.00 per hour for Mr. Wasosky's professional services;
4. Charges for all agents designated by Mr. Wasosky shall be billed as follows:
 - a. Engineer - \$103.00 per hour;
 - b. Surveyor - \$91.50 per hour;
 - c. Technician - \$75.00 per hour;
 - d. Computer aided draftsperson - \$72.50 per hour;
 - e. Manual draftsperson - \$55.50 per hour;
 - f. Survey crew - \$140.00 per hour;
 - g. Inspector - \$50.00 per hour;
 - h. Clerical and printing - \$38.00 per hour;
5. Expenses incurred by Mr. Wasosky for Village work will be billed at Mr. Wasosky's cost.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2014-72

AN EMERGENCY RESOLUTION SETTING FORTH THE RATE OF PAY FOR
THE DIRECTOR OF LAW FOR 2015

WHEREAS, the Mayor and Council desire to set forth the rate of compensation for Bradric Bryan, the Director of Law, for the 2015 calendar year.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the annual retainer and hourly billing rate for Bradric Bryan, the Director of Law, are hereby amended, as set forth below, effective January 1, 2015.

Director of Law General Retainer ~~\$28,958.76~~ \$29,827 per annum

Director of Law Hourly Rate ~~\$144~~ \$116 per hour


SECTION 2. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is intended to assist in better serving the Village's residents, permit the Village to maintain quality in its work force, and attract and keep qualified candidates for Village employment, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of December, 2014.


Bea Greenlee, President Pro-Tem of Council


Jesse J. Nehez, Mayor

Approved as to Legal Form.


Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 29 day of December, 2014.


Lisa Rodriguez, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2014-73

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DIANE GACOM DBA ROCKY HILL TO HANDLE THE VILLAGE'S SEWER MAINTENANCE FEE BILLING FOR 2015

WHEREAS, Diane Gacom dba Rocky Hill is currently handling the Village's sewer maintenance fee billing; and

WHEREAS, the Mayor and Council wish for her to continue to provide such services to the Village through the 2015 calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, State of Ohio:

SECTION 1. That Council hereby and herein authorizes and directs the Mayor to enter into an agreement with Diane Gacom dba Rocky Hill to handle the Village's sewer maintenance fee billing for the 2015 calendar year for the price of \$1000 per month in accordance with the proposal that is attached hereto and incorporated herein by reference.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it will assist with the operation of the Finance Department, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Ch. Sec. 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of December, 2014.


Bea Greenlee, President Pro-Tem of Council


Jesse J. Nehez, Mayor

Approved as to Legal Form.


Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 31 day of December, 2014.


Lisa Rodriguez, Clerk of Council

Village of Northfield Sewer Billing Proposal

Project: Quarterly sewer billing and payment processing.

Upon acceptance of the below terms and conditions, Rocky Hill, Ohio will be responsible for the Village of Northfield's quarterly sewer billing and payment processing for the year 2015.

Services	\$1000. per month
Prepare all quarterly sewer billing invoices. Mail all invoices.	
Once a week come into the office, open payments, copy all of the checks, total and give to the finance director for deposit. Answer any sewer billing questions. Update customer accounts with payments.	
Once a month reconcile the Quickbooks deposits to the sewer checking account.	
Additional	
<ul style="list-style-type: none">. Under this proposal the Village of Northfield will be responsible for supplying the envelopes, Northfield Village letterhead, if requested and cost of the postage. (Preferred pre-bulk printed envelopes)- Under this proposal the Village of Northfield will be responsible for supplying the Quickbooks Pro Software. The software will remain the property of the Village of Northfield.- This contract is cancellable by either party with 90 days written notice.	

Terms

COMMENCEMENT. Services will continue on a monthly basis for the year 2015. The Project Manager and contact, Diane Gacom, 216.396.6400.

MATERIALS. The CLIENT shall purchase Quickbooks Pro for legitimate use.

ENHANCEMENTS/ADDENDUM. Additional services requested by the CLIENT to be integrated into the project brief shall be considered **ENHANCEMENTS OR ADDENDUM** to the project. Enhancements/Addendum are exclusive of the original time table of the project and will be billed separately.

THIRD PARTIES. The Client shall not allow the services or assistance of a Third Party to work on the project without the permission and knowledge of the **PROJECT MANAGER** undersigned.

PAYMENT.

Implementation: Monthly invoices will be submitted for payment in the amount of \$1,000. Payment shall be by check made payable to Rocky Hill. Additional fees may apply for overdrafted checks.

NONE CONFORMANCE OF PAYMENT. The work will be shut down within 72 hours if the CLIENT has expressed none conformance of payment within 30 days after the billing statement has been received.

CONFIDENTIALITY. Rocky Hill shall hold in confidence all materials submitted by the CLIENT. Furthermore, Rocky Hill agrees to sign a non-disclosure agreement if the Client so requires.

CANCELLATION/REJECTION OF PROJECT. The client shall not unreasonably withhold acceptance of, or payment for, the project. Should the client wish to cancel services, a 90 day notice will need to be given.

LIMITATION OF LIABILITY. Should there be legal dispute from the execution of this Agreement, The **PROJECT MANAGER'S** liability shall be limited to the amount it has received from THE CLIENT as payment for its services.

ACCEPTANCE OF AGREEMENT: The above prices, specifications and conditions are hereby accepted. The **PROJECT MANAGER** is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above.

Proposal Validity

This proposal is valid for thirty days.

TERMS AND CONDITIONS

GENERAL: These terms and conditions apply to all quotations, orders, and contracts for goods and services (including without limitation, hardware, firmware and software products, training, programming, maintenance, engineering, parts and repair services—collectively the “Products”) from Rocky Hill. No addition to or modification of these terms and conditions will be binding upon Rocky Hill unless agreed to in writing and signed by an authorized Rocky Hill's representative. Rocky Hill objects to other terms and conditions that may be proposed by the Purchaser not otherwise consistent with these or other terms and conditions set forth in Rocky Hills' written specifications, quotation or order acknowledgement.

ACCEPTANCE: Acceptance of the Rocky Hill's proposal/offer is expressly limited to and conditioned upon these, and no other, terms and conditions except other terms and conditions set forth in Rocky Hill's written specifications, quotation or order acknowledgement.

LIMITATION OF LIABILITY: ROCKY HILL SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE REMEDIES OF PURCHASER SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE, AND THE LIABILITY OF ROCKY HILL WITH RESPECT TO ANY CONTRACT OR SALE OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, EXPRESS OR IMPLIED FOR MERCHANTABILITY OR FITNESS, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED. FURTHER, ROCKY HILL SHALL NOT BE LIABLE OR RESPONSIBLE FOR LOSSES, DETENTIONS, OR DELAYS OCCASIONED BY ACCIDENT, STRIKES, OR FIRES AFFECTING ROCKY HILL OPERATIONS OR THE OPERATIONS OF ROCKY HILL SUPPLIERS, OR ANY OTHER CAUSES BEYOND THE CONTROL OF ROCKY HILL. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR OTHERWISE.

GOVERNING LAW: This agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

RELATIONSHIP: Nothing in the Agreement shall be construed to establish a partnership, agency or a joint venture between the parties. Nor shall this Agreement be construed to grant either party any power to obligate or bind the other in any manner whatsoever.

SEVERABILITY: If any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions of the Agreement and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.

WAIVER: The failure of a party to insist upon adherence to any term of this Agreement on any occasion shall not be considered a waiver nor deprive that party of the right to insist upon strict adherence to that term or any other term of this Agreement thereafter. Any such waiver must be in writing.

RELEASE: Each of the parties, on behalf of itself and its respective officers, directors, employees, stockholders, representatives, agents, predecessors, successors, subsidiaries, parent corporations and all affiliated entities from any and all claims, liabilities, actions, and damages, whether or unknown, occurring prior to the effective date of this Agreement.

The undersigned agree to the above terms of this contract:

		<i>Diane Gacom</i>	December 18, 2014
_____	_____	_____	_____
Client	Date	Diane Gacom - Rocky Hill	Date
_____	_____		
Client	Date		

VILLAGE OF NORTHFIELD RESOLUTION NO. 2014-74

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DIANE GACOM DBA ROCKY HILL WEB DESIGNS TO MAINTAIN THE VILLAGE'S WEBSITE FOR THE 2015 CALENDAR YEAR

WHEREAS, Diane Gacom dba Rocky Hill Web Designs is currently maintaining the Village's website; and

WHEREAS, the Mayor and Council wish for her to continue to provide such services to the Village through the 2015 calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, State of Ohio:

SECTION 1. That Council hereby and herein authorizes and directs the Mayor to accept the attached proposal from Diane Gacom dba Rocky Hill Web Designs to maintain the Village's website for the 2015 calendar year for the stated price of \$70 per month.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the Village's operations and communications, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Ch. Sec. 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of December, 2014.



President Pro-Tem of Council



Jesse J. Nehez, Mayor

Approved as to Legal Form.



Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 29 day of December, 2014.



Lisa Rodriguez, Clerk of Council

Proposal for NorthfieldVillage-oh.gov

Contract period: January 1, 2015 thru December 31, 2015

Website Maintenance

\$70 per month

Includes making all changes needed, unlimited hours per month, adding pages when needed, updating calendars, council minutes, department info, changing photos, etc.

Additional Web Development Services not included in above price:
Total website redesign or hosting:

All payments will be made to
Rocky Hill Web Designs
PO Box 67-0173
Northfield, OH 44067

The undersigned agree to the above terms of this contract:

Client

Date

Diane Gacom December 18, 2014

Rocky Hill Web Designs

Date

VILLAGE OF NORTHFIELD RESOLUTION NO. 2014-75

AN EMERGENCY RESOLUTION APPROVING A NEW COLLECTIVE BARGAINING AGREEMENT WITH THE IAM

WHEREAS, the Village's negotiating committee has reached an agreement with the International Association of Machinists and Aerospace Workers, District Lodge 54, regarding the terms and conditions of a new 3 year collective bargaining agreement; and

WHEREAS, Council has reviewed the proposed agreement with the IAM and desires to approve it.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein approves the collective bargaining agreement with the IAM for the period of January 1, 2015 through December 31, 2017 that is attached to this Resolution.

SECTION 2. That Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken at an open meeting of this Council, and all deliberations of this Council and/or any committees that resulted in those formal actions were taken in meetings open to the public in compliance with the law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield, for the reason that this agreement will assist with the operation of the Village and is required by the Village's Charter, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of December, 2014.


Bea Greenlee, President Pro-Tem of Council


Jesse J. Nehez, Mayor

Approved as to Legal Form.


Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 29 day of December, 2014.


Lisa Rodriguez, Clerk of Council

COLLECTIVE BARGAINING AGREEMENT

Between

THE VILLAGE OF NORTHFIELD
Northfield, Ohio

AND

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
AFL-CIO**

DISTRICT NO. 54 AND

LOCAL LODGE NO. 439

EFFECTIVE JANUARY 1, 2015

THROUGH DECEMBER 31, 2017

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AGREEMENT

This Agreement is entered into this _____ day of _____, 2014, by and between the **VILLAGE OF NORTHFIELD**, hereinafter referred to as the **Employer or Village**, and **LOCAL NO. 439 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**, hereinafter referred to as the **Union**.

ARTICLE I **AGREEMENT/PURPOSE**

1. This Agreement, entered into by the Village of Northfield, hereinafter referred to as the "Employer" or "Village", and the International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union" or the "IAM", has as its purpose, the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and the Northfield Village Charter to set forth in entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those Employees included in the bargaining unit as defined herein.

2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE II **RECOGNITION**

1. The Village of Northfield does hereby recognize the Union as the sole labor organization representing the Employees of the Village described in Article II, Section 2, and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agent for and on behalf of such Employees.

2. a) The term Employees as used in this Agreement shall include all full and part-time Service Department Employees, the Clerk of Court, and the Administrative Clerk/Service Department Secretary. The parties have agreed that as long as Jason Walters holds the position of Superintendent of the Service Department, the position of Superintendent will be redcircled as a classification included in the bargaining unit. When and if Mr. Walters no longer is the Superintendent, the Superintendent's position may be removed from the bargaining unit and contract at the sole discretion of the Village. The parties further agree that the position and classification of Police Secretary is hereby removed from the bargaining unit and contract.

b) Seasonal summer employees (who may only work from May 9 to August 31) are not required to join the Union and are not subject to this collective bargaining agreement until they have finished working one summer.

c) The Village is permitted to have up to four (4) Summer Service Department employees and up to four part-time Service Department employees.

3 Wherever used in this Agreement, the male noun or pronoun is deemed to include the female noun or pronoun, and the singular shall include the plural, as appropriate.

ARTICLE III **DUES DEDUCTION**

1. Each Employee who is presently a member of the Union shall, as a condition of employment, remain a member of the Union for the period of the Agreement.

2. Each Employee hired after the date of this Agreement shall, as a condition of employment, join the Union after completing sixty days of actual work and shall remain a member thereof for the period of this Agreement.

3. The provisions of Sections 1 and 2 above shall be subject to the restrictions contained in Section 8(a) (3) on the National Labor Relations Act.

4. Upon receipt of a signed authorization from the Employee involved, the Village shall deduct from the Employee's pay an amount necessary to satisfy his or her financial obligations to the Union during the period provided for in said authorization. The amount to be deducted will be certified by the Financial Secretary of the Local Lodge.

5. All bargaining unit Employees who are not members of the IAM shall pay a fair share fee to the IAM in the amount of Employee dues as set by the IAM from time to time. The deduction of the fair share fee from any earnings of the Employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the IAM of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

6. Dues and Fair Share Fees shall be deducted from Employees from their first paycheck each month and shall be paid over by the Employer once each month to the IAM District 54, Local 439, at 6929 W. 130th Street, Southland Plaza, #601, Parma Heights, Ohio 44130 or such address as set by the IAM from time to time.

7. An Employee shall have the right to revoke such authorization by giving written notice to the Employer and the IAM at any time during the fifteen (15) day period preceding the termination of this Agreement.

8. The Employer's obligation to make deductions shall terminate automatically upon the timely receipt of a revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

9. The IAM will indemnify and hold the Employer harmless from any action growing out of deductions hereunder and commenced by an Employee against the Employer.

10. In addition to IAM dues or fair share fees as stated above, individual Employees may authorize the Finance Director to deduct additional amounts specified by the individual Employee to be forwarded on a monthly basis to the Treasurer of the Machinists' Non-Partisan Political League at 9000 Machinists Place, Upper Marlboro, MD 20772-2687 and/or Guide Dogs of America, Inc. at 13445 Glen Oaks Boulevard, Sylmar, CA 91342.

11. Prior to any dues deductions, members in the bargaining unit shall execute union dues deduction authorizations in a form similar to that attached hereto as Appendix A.

ARTICLE IV **MANAGEMENT RIGHTS**

1. The Employer's exclusive rights include, but shall not be limited to, the following, except as expressly limited by the terms set forth in this Agreement:

- A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure,
- B. Direct, supervise, evaluate or hire Employees,
- C. Maintain and improve efficiency and effectiveness of operations,
- D. Determine the overall methods, process, means, or personnel, by which operations are to be conducted,
- E. Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote or retain Employees,
- F. Determine the adequacy of the work force,
- G. Determine the overall mission of the Department,
- H. Effectively manage the work force, and
- I. Take actions to carry out the mission of the Department as a governmental unit.

2. Nothing in this Agreement shall operate or be interpreted to operate in any fashion that impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specially identified or impaired in any Article of this Agreement. Actions affecting the Employee's rights as provided by this Agreement or conditions of the Employee's employment may be challenged through the grievance and arbitration procedures of this Agreement.

ARTICLE V

WORK SCHEDULE, OVERTIME AND PREMIUM PAY

1 The regular or normal work week for full time employees shall be forty (40) hours, consisting of eight (8) hours Monday through Friday. The hours for Service Department Employees shall be 7:00 a.m. through 3:00 p.m., with two fifteen minute breaks that can be taken at the discretion of the supervisor. The Clerk of Court's hours are 8:00 a.m. through 4:30 p.m., with one half hour for lunch. If a working lunch is taken by the Clerk, her hours shall be 8:00 a.m. through 4:00 p.m. In order for a lunch to constitute a working lunch, the Employee must be at his or her workstation and working while eating lunch. If an Employee leaves the building for lunch or personal business, he or she must punch out.

2. The Employer agrees to pay time and one-half for all work performed in excess of eight (8) hours in one day. Employees shall be entitled to a one-half hour paid meal break after each four consecutive hours of overtime worked.

3 Time and one-half shall be paid to regular Employees for all work performed on Saturday and for work performed on Sunday up to two hours. All overtime work related to snow plowing or snow or ice removal shall be paid at time and a half, even if it takes place on Sundays or Holidays or extends beyond two hours. Employees called in on Sundays and New Year's Day, Easter, the Fourth of July, Labor Day, Thanksgiving and Christmas for greater than two hours for reasons other than snow plowing or snow or ice removal shall be paid double their regular rate for all hours worked on those days. Notwithstanding the above, employees shall receive double their regular rate of pay for any snow plowing or snow and ice removal performed on Thanksgiving or Christmas.

4. Any Employee recalled to work or scheduled to work outside of the regular work hours shall receive a minimum of three hours call-in pay at the prevailing overtime rate.

5. In the event the Village adds second or third shifts, the Parties shall negotiate a shift differential premium.

6. Employees will be paid every two weeks on Friday by Noon and receive a copy of their pay stub by 3:00 p.m. on Thursdays prior to a Friday payday. Employees shall have the right to request that their checks be direct deposited into their bank account.

7. Overtime opportunities for Service Department members shall be equalized among members of the Department on a rotating basis, and all full-time hourly employees shall be offered overtime before any part-time employee can be called into work after scheduled hours.

8. In order to protect the safety of the Employees and public, Employees shall not work more than twelve (12) consecutive hours without receiving prior permission from the Mayor to extend the Employee's shift. If the Mayor cannot be reached, prior permission from the Superintendent of the Service Department is needed to exceed the limit specified in this Section.

9. Effective January 1, 2012, Part-time employees that are required to be on call on the weekends to plow snow will receive a \$40 per week stipend for each weekend in which they are placed on call from November 15 through April 15 of each year. Any employee required to be on call during the above time period who does not report to work within one hour of being ordered to come in shall forfeit his or her stipend for the week. In addition to forfeiting the stipend for the week, a second or more failure to report to work after being ordered to do so shall result in appropriate disciplinary action.

ARTICLE VI **HOLIDAYS**

Full-time Employees shall be entitled to a paid day off for each of the following Holidays:

New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve (if Christmas Eve falls on a Monday through a Friday), Christmas Day and the employee's own birthday.

ARTICLE VII **RETIREMENT**

The Employer agrees to pay all PERS benefits it is required to pay pursuant to law to for all Employees covered by this Agreement.

ARTICLE VIII **SICK LEAVE**

1. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or non-work related injury to the Employee; (2) exposure by the Employee to contagious disease communicable to other Employees; or (3) serious illness, injury or death in the Employee's immediate family.

2. All full-time Employees shall earn sick leave at the rate of ten hours per month. Employees may accumulate up to 960 hours of sick leave.

3. An Employee who is to be absent shall notify their supervisor of such absence and the

reason therefor at least two (2) hours, if possible, or a reasonable time before the start of his or her work shift each day he or she is to be absent. Such leave must be approved by the Employee's supervisor, in writing. Unapproved sick leave shall be without pay.

4. Sick leave may be used in segments of not less than one (1) hour.

5. Before an absence may be charged against accumulated sick leave, if an Employee is absent for more than two days, the Employer may require such proof of illness or injury as may be satisfactory to it, or may require the Employee to be examined by a physician designated by the Employer and paid by the Employer.

6. If the Employee fails to submit adequate proof of illness or injury upon request of the Employer, or in the event that upon such proof as is submitted or upon the report of medical examination the Employer finds there is not satisfactory evidence of illness or injury sufficient to justify the Employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

7. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as described by this Agreement.

8. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the Employee's spouse, children or parents.

9. An Employee who transfers from one Village department to another Village department shall be allowed to transfer his or her accumulated sick leave to the new department.

10. Employees who have accumulated at least two hundred forty (240) hours of sick leave may, at their discretion, donate sick leave to another Employee who has exhausted all of his or her sick leave due to an extended illness or injury.

11. Upon the retirement (excluding involuntary termination) or death of a full time Employee who has not less than ten (10) years of continuous service with the Employer, such Employee shall be paid for any unused sick leave, up to a maximum of 960 hours, at the Employee's hourly wage rate at the time of retirement or death.

ARTICLE IX

HEALTH INSURANCE

1. Charges for hospitalization and health care benefits for all full-time Employees shall be paid by the Municipality, except in such cases where a waiver of such benefits is signed. Part-time employees are not entitled to receive health insurance unless they have worked over 1500 hours in one calendar year. The Village shall be entitled to change carriers or the benefit plan during the term of this Agreement if the level of benefits that are currently being provided is maintained. If, during the term of this Agreement, the average per person or per family premium

increases by more than thirteen percent (13%) per year, the Village may notify the Union that health care cost containment is needed and that it is unable to provide the current benefits without additional cost saving measures. In that event, the Parties shall establish a committee comprised of appropriate representatives from the Village's administration and Village employees, including representatives of the IAM. The committee shall study the issue of health care cost containment and the various options available and formulate a recommendation to Council as to how the plan shall be modified to achieve the above goal. The Employees may then agree to accept such cost saving modifications or elect to maintain the same coverage, with any expense beyond the thirteen percent (13%) threshold being borne by the Employees.

2. Employees that completely decline to participate in one of the Village's health insurance plans despite being eligible to do so, are entitled to receive one-half of the cost of the employee's individual, single coverage premium that would otherwise be paid by the Village. Payment will be made to such employees at or near the time the Village regularly pays its health insurance premiums.

ARTICLE X

VACATIONS AND PERSONAL LEAVE

1. Each full time Employee shall earn and be entitled to paid vacation and personal allowance absence days in accordance the following schedule:

<u>Years of Service:</u>	<u>Hours:</u>
1 – 4	80
5 – 7	120 hours
8 – 12	120 hours, plus 3 personal allowance absence days
13 – 14	160 hours, plus 3 personal allowance absence days
15+	160 hours, plus 4 personal allowance absence days

2. Earned vacation and personal days shall be awarded on a calendar year basis based upon the Employee's anniversary date in accordance with the above schedule. Vacation earned as a result of time worked in the calendar year the Employee commences employment for the calendar year subsequent to the calendar year the Employee commences employment shall be pro-rated based upon the Employee's anniversary date. For all years subsequent to the calendar year after the Employee's hire year, the Employee shall be entitled to the number of vacation hours and personal allowance absence days set forth in the above schedule based upon the years of service level reached by the employee during the calendar year.

3. Vacation time and personal days shall be taken at times approved by the Employee's supervisor. Requests for vacation, personal days and Holidays shall be submitted at least seven (7) days in advance of the days requested and shall be approved or denied by the supervisor within three (3) days. Once approved, such approval cannot be cancelled by the Employer, except in the case of an emergency.

4. An Employee who has earned vacation and personal absence time by reason of being employed by the Village shall be able to transfer his vacation time to another Village Department should such a transfer occur. Vacation time will be computed via hours earned.
5. Any Employee who quits, is terminated, or retires and has unused vacation and personal absence time shall receive compensation for such time. Vacation time earned for the year the Employee leaves employment shall be prorated based upon the date of departure.
6. All vacation and personal absence time shall be earned on a calendar year basis and shall be taken by December 31 of the year in which it is earned. Otherwise, such time shall lapse, and no money shall be paid for any unused vacation or personal absence time except as set forth herein. At the conclusion of each calendar year, Service Department employees may elect to be paid for up to one-half of their unused vacation days for the prior year. Such payments owed pursuant to this provision shall be made to the employee prior to January 31 of each year. Employees will not be paid for unused, time beyond the one-half of the employee's past year annual vacation allowance limit specified above.
7. After two full years of service, part-time employees shall be entitled to twenty (20) hours of paid personal leave per calendar year.

ARTICLE XI **PROBATIONARY PERIODS**

1. Every newly hired Employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the Employee receives compensation from the Employer and shall continue for a period of 12 (twelve) months.
2. A probationary Employee who has lost work time due to illness or injury shall have his or her probationary period extended by the length of the illness or injury. Time spent working in the Transitional Work Program shall extend an employee's probationary period by the length of participation in that program as well. A new hire probationary Employee may be terminated at any time during his or her probationary period and shall have no right to appeal the termination under this Agreement. In all non-disciplinary matters, the probationary Employee is entitled to Union representation, including the Grievance and Arbitration procedure.
3. A Bargaining Unit Member who is promoted shall be placed on a promotional probationary period for twelve (12) months. Should the promoted Bargaining Unit Member fail to satisfactorily complete the promotional probationary period, he or she shall be returned to his or her original position with no loss of seniority.

ARTICLE XII **SENIORITY**

1. Seniority shall mean the length of an Employee's continuous service with the Village in the bargaining unit since his or her latest hiring date.

2. Seniority shall apply as set out in this Article only on a departmental basis. The departments for the purposes of this Section only are:

Service Department Clerk of Court Admn. Clerk/Serv. Dept. Sec.

The classifications within the Service Department shall be:

- a) Assistant Service Director
- b) Advanced Maintenance
- c) Maintenance
- d) Part-time Maintenance 4
- e) Part-time Maintenance 3
- f) Part-time Maintenance 2
- g) Part-time Maintenance 1

3. The seniority of an Employee shall terminate if the:

- a) Employee quits,
- b) Employee retires,
- c) Employee is discharged for just cause,
- d) Employee is absent without leave for five (5) consecutive working days without notifying the Mayor,
- e) Employee is absent without leave for five (5) consecutive working days without a satisfactory excuse,
- f) Employee is on layoff and fails to report for work within five (5) days after being notified by certified mail to report, unless he or she contacts the Mayor and is excused, or
- g) Employee's continuous layoff or absence because of illness or injury extends beyond the prescribed limits.

4. When the Village determines that a permanent vacancy (including a new position) exists in a job within the Service Department, the notice of such job opening will be posted on the bulletin board at the Service Garage for a period of five (5) working days. During that time period, any Service Department Employee covered by this Agreement may make an application for the position by notifying the Mayor and Union Representative of his or her intent to apply for the position.

Employees within the Service Department will be given the first opportunity to fill the opening. If it is determined that no one within the Department is qualified to fill the opening, then the Village may advertise for and hire a new employee to fill the position from outside the ranks of the Department.

In filling the job, the following factors will be considered. When factors (a) and (b) are relatively equal, in the opinion of the Employer, seniority shall govern:

- a) Seniority, and

- b) Efficiency and ability to perform the work required.

The job opening notice placed on the bulletin board shall state all necessary information pertaining to the job to be filled, including the rate of pay. In the interest of the effective and efficient operation of the Village, the Employer reserves the right to make a temporary assignment to fill the job until the position can be filled by this procedure, which will be limited to sixty (60) work days.

Within thirty (30) days of commencing a promotional appointment, a Service Department Employee may notify the Village that he or she wishes to decline the appointment and return to his or her former position within the Department.

The Employer agrees to allow employees to bid down or lateral. An employee may not bid down or lateral more than twice per year.

5. In the event of a layoff in a Department, the least senior employee in the Department, as the Departments are defined above in Section 2 of this Article, shall be laid off. All part-time employees in a Department shall be laid off prior to the layoff of a full-time employee within that Department. A member of the bargaining unit who is laid off shall be subject to recall for a period of two (2) years.

6. In the event of a recall in a Department, the most senior employee in the Department on layoff shall be recalled. An employee shall be recalled by certified mail or registered mail, return receipt requested, at his or her last known address as furnished by him or her to the Village in writing. The recalled Employee shall have ten (10) calendar days from the date the notice is mailed to notify the Employer of the Employee's intent to return to work. The Employee shall then have fourteen (14) calendar days from the expiration of the ten (10) day notification period to report to duty, unless a later date is specified in the recall notice.

ARTICLE XIII **LEAVE FOR DEATH IN FAMILY**

If a death occurs among members of an Employee covered by this contract's immediate family, as defined in this section, he or she shall be granted three (3) days funeral leave, consecutive and contiguous to the death, without loss of pay, benefits, days off, Holidays, or vacation time. Such leave may be extended by the use of sick leave or other accrued time within the discretion of the Mayor, based on individual circumstances. "Immediate family" shall be defined to only include the Employee's mother, father, spouse, child, stepchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, grandparents-in-law, and stepparents. In order to be eligible for bereavement leave, the Employee must attend the funeral. A day's worth of pay for a Part-time employee covered by this contract shall be defined as (4) hours.

ARTICLE XIV
BREAKS AND LUNCH TIME

1. The Employer agrees to give full-time Employees a fifteen (15) minute break each morning and each afternoon. Part-time Employees shall be entitled to one fifteen (15) minute break within each four (4) hour period of work.
2. The Employer agrees to allow each Employee thirty (30) minutes for lunch. Employees shall not be paid for lunch breaks or while they are eating lunch unless they are at their workstation and are working while they are eating.
3. The Employer agrees to allow each Service Department Employee five (5) minutes for clean up prior to lunch breaks and quitting time.

ARTICLE XV
GRIEVANCE PROCEDURE

1. A grievance is defined as an alleged violation of a specific provision or provisions of this Agreement as applied to a particular, current factual situation involving an Employee or Employees which occurs during the term of this Agreement. A grievance shall be filed and processed only as set out below:

Step 1. The Employee shall first orally discuss the grievance with his or her immediate supervisor. For the grievance to be timely, the grievance must be presented to the immediate supervisor by the end of the second working day following the date of the occurrence of the event out of which the grievance arose. In the event the grievance is not adjusted to the satisfaction of the Employee in this Step 1, the Employee may appeal to Step 2 as provided below.

Step 2. The grievance shall be appealed to Step 2 by reducing it to writing on a form mutually agreeable to the Village and the Union, which shall be signed by the Employee and a Union Representative. The grievance must be presented to the Village Finance Director and Law Director by the end of the fourth day following the date of the occurrence of the event out of which the grievance arose. The grievance shall set forth the specific provision or provisions of the Agreement believed to have been violated by the Village, a concise statement of the facts and the remedy or correction desired. If the Union representative and the Mayor mutually agree, a meeting will be scheduled at a mutually agreeable time to discuss the grievance. In the event the grievance is not adjusted to the satisfaction of the Employee and Union Representative within five (5) days, it may be appealed to Step 3 as provided below.

Step 3. The grievance shall be appealed to Step 3 by the Union Representative's written indication on the grievance of the Union's intent to appeal and the reasons why the Step 2 adjustment is not satisfactory. Such appeal shall be presented to the Finance Director and Law Director by the end of the seventh day following the date the appeal to Step 2 was heard by the Mayor. Within a

reasonable time thereafter, the Mayor and/or other representatives designated by the Mayor, not to exceed a total of five (5) Village representatives, will meet with the Union representative, the Employee, and the Business Representative of the Union to discuss the grievance. The Village will then give its written answer to the Union regarding the grievance by the end of the seventh day following the day of the Step 3 meeting.

Step 4. In the event the Village's answer in Step 3 is not satisfactory to the Union, the grievance, if it was timely and properly filed and processed through the mandatory, consecutive steps of the grievance procedure set out in this Article, may be referred by the Union to arbitration. The procedure for referring the grievance to arbitration is as follows:

The Union's Business Representative shall provide written notice of the appeal to the Village's Finance Director and Law Director within thirty (30) days of the date the Village's answer in Step 3 is received by the Union, or by the end of the fifth (5th) day following the day of the first membership meeting of the Union subsequent to the date the Village's Step 3 answer is received by the Union, whichever shall first occur.

Separate grievances may not be joined in a single arbitration proceeding, except by mutual agreement of the parties.

The Union's Business Representative and a representative designated by the Mayor shall select an impartial arbitrator by agreement in writing.

Each party will bear the expense of its own representative or representatives in the arbitration process. The fee and expenses of the arbitrator will be borne equally by the parties.

The arbitrator will be bound by the provisions of this Agreement and will not have the power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. The arbitrator's decision will be final and binding upon the Village, the Union, and the grieved Employee or Employees.

No award or decision of an arbitrator shall be retroactive or have any effect as to any time or period prior to the day upon which the facts out of which the grievance arose occurred.

Any grievance not appealed from one step to the next step of the grievance procedure within the specified time limits will be deemed settled on the basis of the last answer given by the Village. Any grievance not answered by the Village at any step shall be deemed denied as of the last day for giving such answer.

All time limits set out in this Article shall exclude Saturdays, Sundays, and the Holidays received by the full-time Employees pursuant to this Agreement.

The parties will comply with the decision of the arbitrator within a reasonable period of time.

Time limits in any of the above mentioned steps may be extended by mutual agreement between the Business Representative and Mayor or his designee.

ARTICLE XVI
UNIFORMS, UNIFORM ALLOWANCE, AND ATTIRE
FOR SERVICE DEPARTMENT MEMBERS AND OFFICE EMPLOYEES; CELL
PHONE ALLOWANCE

1. Service Department Employees shall be required to wear prescribed uniforms, which shall be furnished by the Village at its expense. The Employer shall issue a total of eleven (11) uniforms to each Service Department Employee. The Village agrees to replace such items as found necessary at the Village's expense unless the need for replacement is the result of negligence or wrongdoing by the Employee, in which case replacement will be at the Employee's expense.
2. All non-office Service Department employees shall receive a \$550 taxable boot allowance in a separate check payable with the first pay period in February of each year.
3. Office Employees shall wear casual business clothing that is appropriate for employees who work with the public. The decision as to what clothing is appropriate for such Employees shall be within the reasonable discretion of the Mayor and the Employee's immediate supervisor. In June of each year of this agreement, office employees (the Clerk of Court and Administrative Clerk/Service Department Secretary) shall receive taxable annual clothing allowance payment in a separate check in the amount of Two Hundred Fifty Dollars (\$250).
4. The Village will abolish the use of Service Department pagers, and instead, require Department employees to be available to be contacted at all times on their Village issued or personal cell phones, as set forth herein. Village issued cell phones shall be used in accordance with the Village's Village Issued Cellular Phone Policy. In the event that a full-time employee would rather use a personal cell phone in lieu of receiving a Village issued cell phone, full-time members of the bargaining unit shall be entitled to receive a \$50 per month stipend, payable in their regular paycheck. In the event the full-time employee elects to utilize his or her personal cell phone in lieu of a Village issued cell phone, the employee is required to provide the Village and his or her supervisors with a personal cell phone number at which the employee can be contacted. The cell phone stipend will commence as soon as the employee can turn in his or her Village cell phone without the Village incurring any additional payments or penalties under its current cell-phone provider agreement.

ARTICLE XVII
EMPLOYEE SAFETY AND DEPARTMENT ADMINISTRATION

1. Under no circumstance will an Employee be required or assigned to engage in any activity that imposes a significant danger to persons or property or that is in violation of any applicable statute or court order, or that is in violation of a government regulation relating to safety.

2. The Employer shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement for Employees to refuse to operate such vehicles or equipment unless such refusal is unjustified. All vehicles or equipment that are not mechanically sound or properly equipped shall be reported to the Superintendent so that they will not be used until the vehicle or equipment is repaired. The Employer shall not ask or require any Employee to take out vehicles or equipment that have been reported by any other Employee as being in an unsafe operating condition until same has been approved as being safe by an individual competent to make such judgment. When an Employee reports to the Employer that a vehicle or equipment is in an unsafe working condition and receives no consideration from the Employer, he or she shall take the matter up with the officers of the Union, who will take the matter up with the Superintendent and Mayor.
3. Employees engaged in the operation of motor vehicles on behalf of the Village shall not permit non-employees to ride upon or in Village vehicles without the consent of the Employer. In addition, such vehicles shall be used and operated only in connection with Village business.
4. Special clothes and equipment that are required for work performed by the Service Department will be furnished by the Village, at its expense. Such clothes and equipment shall not be in violation of any OSHA laws or regulations. If Employees are required to work in inclement weather, proper clothing will be provided.
5. The decision as to whether to work in inclement weather conditions shall be made by the Superintendent in consultation with the Union Representative. Employees shall not be required to perform work in conditions that pose an unreasonable risk to their health or safety.
6. In call in situations where safety requires that two Employees be present, a minimum of a two Employee crew will be utilized.
7. When safety equipment is required and provided by the Employer, any employee not using said equipment shall be subject to reasonable disciplinary action.
8. The Labor Management Committee, which shall consist of two Union representatives and two Village representatives (the Village representatives shall consist of the Mayor and a Village Council Member designated by the Mayor) shall meet quarterly to discuss safety and labor/management issues.
9. The Mayor, Superintendent of the Service Department and Assistant Superintendent of the Service Department shall meet once per quarter to discuss Service Department issues.
10. In the event that the Service Department Superintendent is given a written work request by a member of Council or Village Department Head, the Assistant Superintendent of the Service Department shall be provided a copy of such request by the Superintendent by the end of the next work day after receipt of such request by the Superintendent.

ARTICLE XVIII
WORK RELATED INJURIES

Any Employee sustaining an injury or involved in an accident shall immediately report said accident and any physical injury sustained to his or her immediate supervisor and shall abide by the Village's Injury Reporting Policies. The Employee, before starting his or her next shift, shall complete an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE XIX
WAGES

1. All bargaining unit members shall be paid at the following ~~hourly~~ pay rates.

SERVICE SUPERINTENDENT/BUILDING AND ZONING INSPECTOR/PROJECT INSPECTOR

The Service Superintendent/Building and Zoning Inspector shall perform all duties of the Superintendent of the Department of Public Service and Building and Zoning Inspector, as well as act as the Department's Project Inspector. For performing the above duties, he shall receive per annum salaries in the following amounts, which may be combined into one paycheck. The Service Superintendent/Building and Zoning Inspector/Project Inspector shall be considered an overtime exempt employee and shall not be entitled to any overtime or compensatory time for performing the duties related to the above positions.

	2015	2016	2017
SERVICE SUPERINTENDENT	\$65,000	\$66,222	\$67,381
BUILDING AND ZONING INSPECTOR	\$20,000	\$20,376	\$20,733
PROJECT INSPECTOR	\$10,000	\$10,188	\$10,366
 ASSISTANT SUPERINTENDENT	 \$23.94/hr.	 \$24.66/hr.	 \$25.40/hr.
 ADVANCED MAINTENANCE MAN	 \$22.80/hr.	 \$23.48/hr.	 \$24.18/hr.
 MAINTENANCE MAN			
Start	\$18.72/hr.	\$19.28/hr.	\$19.86/hr.
1+ yrs.	\$19.42/hr.	\$20.00/hr.	\$20.60/hr.
18 mos	\$19.98/hr.	\$20.58/hr.	\$21.20/hr.
2+ yrs.	\$21.72/hr.	\$22.37/hr.	\$23.04/hr.

COURT CLERK	\$22.04/hr.	\$22.70/hr.	\$23.38/hr.
ADMN. CLERK/SERV. DEPT. SEC.	\$22.04/hr.	\$22.70/hr.	\$23.38/hr.

2. Part-time employees are to be recommended for their initial classifications and for promotions by the Mayor and Superintendent of the Service Department based upon their experience and skill level. Their initial placement in a particular classification and promotion is subject to the discretion and approval of Council. Part-time employees are limited to working less than 1500 hours per year except as provided in Memorandum of Understanding No. 5, which is attached hereto and incorporated herein by reference.

A Part-time employee wage scale is hereby established from \$10.65 to \$14.87 per hour.

Part-time Employees

Part-time Maintenance 1	\$10.65/hr.	\$11.30/hr.	\$11.90/hr.
Part-time Maintenance 2	\$11.46/hr.	\$12.11/hr.	\$12.90/hr.
Part-time Maintenance 3	\$12.55/hr.	\$13.20/hr.	\$13.80/hr.
Part-time Maintenance 4	\$13.62/hr.	\$14.27/hr.	\$14.87/hr.

3. This Section is intentionally left blank as of January 1, 2015.

4. Any Part-Time Service Department employee that has three or more full years of service time with the Village Service Department who is promoted to full-time employment with the Service Department will start at the Maintenance Man 18 month pay rate. If the Village rehires any full-time employee that has retired from the Department as a part-time employee, that employee shall receive the Part-time Maintenance 4 pay rate.

5. As long as the Assistant Superintendent is performing Building Department related duties, the Assistant Superintendent shall receive a \$2060 annual stipend that shall be divided into and paid out in equal installments in connection with each regular payroll check throughout the course of the year. As long as the Advanced Maintenance Man is performing Building Department related duties, the Advanced Maintenance Man shall receive a \$500 annual stipend that shall be divided into and paid out in equal installments in connection with each regular payroll check throughout the course of the year.

ARTICLE XX **LONGEVITY PAY**

1. Effective from the Employee's start date for compensation of time ("anniversary date"), all full-time Employees shall receive longevity payments, after the completion of the required length of continuous full-time service, pursuant to the following schedule:

After five (5) years	\$250.00 per year
Each subsequent year	An additional \$75.00 per year.
After twenty (20) years	\$1,375.00 per year

2. The anniversary date shall be used for determining the rate of the premium. Upon each anniversary date, the longevity pay premium will be added to the current rate of compensation of such Employee to arrive at the total gross pay of the Employee.

3. Time served by an Employee during a probationary period for a full-time position with the Village shall be included in computing longevity pay. Any interruption in the service of an Employee, except for allowed vacation, holidays, sick leave, disciplinary suspension and/or an authorized leave of absence, shall be deemed a termination of such Employee's tenure in office for the purpose of determining his or her eligibility for longevity pay.

ARTICLE XXI **NO STRIKE CLAUSE**

During the term of this Agreement, the Union, and any Union members and Employees represented by the Union, individually and collectively, agree that they will not take part in, assist, advocate, aid or engage in any strike, slowdown, failure to report to duty, willful absence from one's position, stoppage of work, abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment, or other interference with the operations of the Village. The Village agrees not to engage in a lockout

ARTICLE XXII **GENERAL PROVISIONS**

1. The parties agree that this Agreement incorporates their full and complete understanding, that it is the sole agreement between the parties, and that any prior or other inconsistent written or oral agreements or past practices are superseded by the terms of this Agreement.

2. The Village agrees to provide each employee with a copy of the Collective Bargaining Agreement.

ARTICLE XXIII **NON-DISCRIMINATION**

1 The Village shall not discriminate against any Employee because of the Employee's membership in the Union or because the Employee is acting as a representative of the Union.

2 Neither the Village nor the Union shall discriminate in the application of the provisions of this Agreement against any Employee because of race, color, religion, age, national origin, ancestry, sex or marital status.

ARTICLE XXIV
DRUG TESTING AND TRANSITIONAL WORK POLICIES

Employees will abide by the Village's drug testing policy, which shall apply uniformly to all full time Village Employees. In addition, employees shall abide by the Village's transitional work policy and procedures.

ARTICLE XXV
CONTINUING EDUCATION

Full-time and part-time Employees may make requests to Council for the Village to pay for continuing education or training that will assist their ability to perform their jobs. Requests will be approved or denied by Council on a case by case basis. Any Service Department employee holding a CDL shall receive a stipend of \$350 for a Class A CDL or \$250 for a Class B CDL to be paid by separate check once a calendar year during the first pay period in December.

ARTICLE XXVI
ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that the Agreement is being adhered to. In making such visits, however, the Union agent shall take care not to interrupt the Employer's work schedule and to notify the Mayor in advance of such visitation.

ARTICLE XXVII
SUBCONTRACTING

For the purpose of preserving work and job opportunities for the Employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted out where subcontracting would cause a layoff or reduction in hours of the regular 40 hour work week.

ARTICLE XXVIII
UNION REPRESENTATIVES

1. The Employer recognizes the right of the Union to designate a Union Representative and Alternate. The authority of the Union Representative and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b) The collection of dues when authorized by appropriate Union action;
- c) The transmission of such messages and information which shall originate with and

are authorized by the Union or its officers, provided such messages and information have been reduced to writing.

In the absence of the Union Representative, a designated Alternate may perform the above duties.

2. Union Representatives and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by office action of the Union. The Employer recognizes these limitations upon the authority of Union Representatives and their Alternates and shall not hold the Union liable for any unauthorized acts.

3. The Union Representative shall process grievances with proper regard for the Employer's operational needs and work requirements and shall cooperate in good faith with the Village in keeping the time lost from work due to grievance handling to a minimum.

ARTICLE XXIX **DISCIPLINARY ACTION**

1. Disciplinary actions involving oral or written reprimands are made subject to the grievance procedure beginning at Step 1. Disciplinary actions involving suspensions, demotions or any reduction in pay, rank, or status and removals are made subject to the grievance procedure beginning at Step 3.

2. All disciplinary action shall be in writing.

3. A bargaining unit member may not be disciplined without just cause.

4. Any disciplinary action against a bargaining unit member may be appealed in accordance with the dispute resolution procedure contained in Article XV of this Agreement. The Civil Service Commission and Village Council shall have no jurisdiction to hear and determine appeals regarding any disciplinary action. The Employee and the Employer are subject solely to the grievance procedure and binding arbitration provisions of this Agreement.

5. Progressive discipline will be used as a method of imposing discipline in steps, with a first offense meriting lighter punishment and subsequent offenses receiving harsher penalties. The progression shall follow the following steps: an oral warning or counseling session, a written reprimand, a suspension and/or demotion and then a discharge. If the offenses are of a serious nature, the Mayor may determine that a different sequence is required. A list of offenses for which Employees are subject to discipline is attached as Appendix B. That list is not meant to be exclusive but rather is intended to set forth a common sense list of infractions for the benefit of the Employer and Employee.

6. Records of disciplinary action shall have no force and effect nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule; barring no reoccurrence of the same incident: Written reprimands – twelve (12) months; Suspensions of

three (3) days or less – two (2) years; Suspensions of greater than three (3) days – five (5) years. Records regarding suspensions greater than seven (7) days or demotions shall remain in the Employee's file for an indefinite period of time, unless the Mayor agrees to remove such records after a hearing on the issue is held.

ARTICLE XXX

LEAVES OF ABSENCE

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be at the Employer's discretion, but such discretion shall not be unreasonably exercised. Permission for same must be secured from both the Union and the Employer. During the period of absence, the Employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Full seniority rights shall be maintained during a leave of absence. Persons seeking a leave of absence due to an injury or health restriction, with the exception of FMLA or maternity leaves, shall submit to an evaluation for participation in the Village's Transitional Work Program. Disability leave may be refused or revoked as a result of an employee's refusal to perform transitional work if the treating physician provides a release for participation.

ARTICLE XXXI

FAMILY AND MEDICAL LEAVE ACT

The Village and Union agree to abide by the provisions of the Family and Medical Leave Act of 1993 and all subsequent amendments. The Village and Union will adhere to regulations of the FMLA Act as interpreted by the Department of Labor, the federal agency enforcing the FMLA. The Village may adopt reasonable policies with regards to the administration of the FMLA. Employees may grieve any unreasonable policy and any determination made by the Village that violates the Employee's rights under the Act in lieu of the filing of a complaint with the Secretary of Labor or filing suit.

ARTICLE XXXII

JURY DUTY PAY

In the event that a full time Employee loses all or part of his or her time on account of jury service, the Employer shall pay such Employee an amount sufficient to guarantee no loss in wages on account of such absence from work during the time of service.

ARTICLE XXXIII
COURT TIME PAY

Any Employee covered by this Agreement who is required by the Village to attend Court outside of his or her regular work shift shall receive a minimum of three (3) hours pay at his or her applicable hourly rate for such attendance. No Court time shall be allowed to any such Employee that has been notified that his or her presence is not needed prior to the end of his or her shift on the day preceding a scheduled Court attendance. If he or she is required to stay in attendance at such Court for more than three (3) hours in any one day, he or she shall be paid for the actual hours spent that day. Provided, however, that any and all fees, compensation or allowances to which an Employee is or would be entitled to for such Court time, as provided for the statute or Court order, shall be turned over and paid to the Village and not retained by the Employee. Such Court time shall not be considered overtime in computing the Employee's regular hourly rate.

ARTICLE XXXIV
EMPLOYEE ASSISTANCE PROGRAM (EAP)

1. The Employer agrees to attempt to rehabilitate Employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity to receive treatment for such abuse. If the Employee fails to properly and fully participate in and complete a treatment program approved by the Employer, or after the completion of such program, the Employee is still abusing or resumes abusing such substances, the Employee shall be disciplined as permitted by this Agreement.
2. Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.
3. This Article shall not operate to limit the Employer's right to discipline an Employee as permitted by this Agreement for actions committed by the Employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary actions permitted by this Agreement. An Employee's participation in the EAP does not operate to waive any other rights granted by the Agreement.

ARTICLE XXXV
APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

1. The IAM recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, and regulate the personal conduct of Employees while at work and in connection with the Employer's services and programs.

2. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every Employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the IAM prior to their implementation.

3. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all Employees under similar circumstances. Any Employee against whom such rules, policies and directives are enforced may challenge their uniformity of application or interpretation as to that Employee. Such challenges shall be subject to the grievance procedure set forth in this Agreement.

4. As soon as reasonably possible after the execution of this Agreement, the Employer shall furnish to the IAM a copy or copies of the existing written work rules.

5. All new Employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures and directives.

ARTICLE XXXVI **PAST PRACTICES / PREVAILING RIGHTS**

1. The Village agrees to furnish the IAM with written notice of any changes made to Department rules, regulations, or policies and procedures that would affect the working conditions of the bargaining unit members. If the IAM does not respond in writing within fifteen (15) calendar days of the date of receipt of such written notice, the IAM will waive its right to meet and confer on the changes.

2. Should the IAM respond within fifteen (15) calendar days from the date of receipt of such written notice, the Employer agrees to meet and confer with the IAM in order to freely exchange information, opinions and proposals relating specifically to the changes.

ARTICLE XXXVII **DURATION OF AGREEMENT**

This Agreement shall be effective from the 1st day of January 2015 and shall continue in effect until 11:59 p.m. December 31, 2017. This Agreement shall automatically renew itself from year to year thereafter, unless either party gives notice to the other in writing, by certified or registered mail, return receipt requested, not less than sixty (60) days prior to the termination date of its intention to modify or terminate this Agreement.

In witness whereof, the parties have hereunto set their hands and seals this _____
day of _____, 2014.

VILLAGE OF NORTHFIELD

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS AFL-CIO DISTRICT NO. 54
LOCAL LODGE 439**

Mayor Jesse J. Nehez

DL54 President & DBR

Local 439 President & CSS

APPENDIX A

UNION DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct the Village of Northfield to deduct from the first paycheck to me each month commencing with the month of _____, 20____, the appropriate amount to maintain my membership in and/or financial support of said District Lodge in accordance with the Constitution of the International Association of Machinists and Aerospace Workers and communicated to said Village of Northfield, and all amounts as provided for during any month by the Collective Bargaining Agreement or amendments between the Village and the Union then in effect. This assignment and authorization shall also include an initiation fee or uniformly imposed payment as specified by the Financial Secretary of the Union, which is to be deducted from wages due me in the month of _____, 20____. These deductions shall be made payable to and be remitted to the Secretary-Treasurer of said District Lodge.

This assignment and authorization shall be irrevocable from the date hereof or until fifteen (15) days prior to the termination date of any applicable collective bargaining agreement, and shall automatically be renewed as an irrevocable assignment and authorization for successive yearly or applicable collective bargaining periods thereafter, whichever is the lesser, until I give written notice of revocation to the Village and the Union during the fifteen (15) day period preceding the termination of this Agreement or any extensions thereto.

I expressly agree that this assignment and authorization is independent of and is not a quid pro quo for Union membership, but recognizes the value of the services provided by the Union. It shall continue in full force and effect even if I resign my membership in the Union, except if properly revoked in the manner prescribed above.

Employee Signature

MNPL POLITICAL CHECK OFF AUTHORIZATION

I hereby authorize and direct the Village of Northfield to deduct monthly from my wages the sum of \$ _____ and forward that amount to the Treasurer of the Machinists Non-Partisan Political League.

I have executed this wage deduction authorization voluntarily, without any coercion, duress, or intimidation, and none of the monies deducted are a part of my dues or membership fee to the Local Union. This authorization and the making of payments to the MNPL are not conditions of membership in the Union or of employment with the Village, and I understand that the money will be used by the MNPL to make contributions and expenditures in connection with federal elections.

Date

Employee Signature

GUIDE DOGS OF AMERICA CHECK OFF AUTHORIZATION

I hereby authorize and direct the Village of Northfield to deduct monthly from my wages the sum of \$ _____ and forward that amount to Guide Dogs of America, Inc. at 13445 Glenoaks Blvd., Sylmar, California 91342.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation. Further, this authorization and the making of payments to the Guide Dogs of America, Inc. are not conditions of membership in the Union or of employment with the Village of Northfield.

Date

Employee Signature

APPENDIX B

The following is a list of common sense rules and infractions for Employees. This list is established for the protection of Employees, as well as the Employer.

1. Failure to wear or utilize safety or personal protective equipment.
2. Gambling.
3. Failure to report an accident or injury.
4. Leaving equipment unattended and in operation.
5. Horseplay.
6. Sleeping at work or during work hours.
7. Fraud with respect to time cards or other records.
8. Insubordination and refusal to obey orders of management.
9. Fighting or attempting to inflict bodily injury on another employee.
10. Smoking in unauthorized areas.
11. Deliberate misuse of or damage to company property.
12. Harassment of any kind of another employee or visitor.
13. Improper non-business use of electronic information or communication systems.
14. Stealing from the Employer or other employees.
15. Bringing a concealed weapon on company property.
16. Conviction of a felony.
17. Sabotage.
18. Physical contact with or threatening a supervisor.
19. Indecent conduct.
20. Not reporting to and/or calling off from work on five (5) consecutive workdays without excuse.
21. Failure to return to work on the day immediately following a leave of absence, or disciplinary suspension, unless excused by the Mayor.

APPENDIX C

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING 1

The Administrative Clerk/Service Department Secretary will be recognized as a position covered by the Contract. The Administrative Clerk/Service Department Secretary shall work under the direction and supervision of the Mayor. The duties of the Administrative Clerk/Service Department Secretary shall be to assist, as directed by the Mayor, with the clerical and other needs of the Mayor, Finance Director, Clerk of Court and Director of Law. The Administrative Clerk/Service Department Secretary may be required to sign a confidentiality agreement prohibiting the disclosure of information deemed confidential by the Mayor, Finance Director or Director of Law.

LETTER OF UNDERSTANDING 2

Pursuant to this Contract only (this clause shall not be contained in any future contracts with the IAM unless agreed to by the Village), IAM members shall be entitled to the same base wage percentage raise given for the 2015, 2016, and/or 2017 calendar years to any Police Department or Fire Department employee, with the exception of the Department supervisors, that is in excess of 3% for full-time employees or an average of 5.6% for part-time employees, effective the date any such wage increase is effective. This clause shall not apply to any previously scheduled automatic wage increases contained in any present collective bargaining agreements (or future collective bargaining agreements based upon the same contract terms contained in a present agreement) based upon completion of time of service in any service classification or promotion.

LETTER OF UNDERSTANDING 3

The Union employee negotiating committee will be paid their appropriate hourly rate for all hours in or related to negotiations. The Village will pay the Union employee negotiating committee to proofread the final draft of the Collective Bargaining Agreement at the Union Hall during regular work hours.

LETTER OF UNDERSTANDING 4

The Village, at its cost, will prepare the new Collective Bargaining Agreement between the parties. The Village will provide, at its cost, copies of the Collective Bargaining Agreement for all employees. The Village will provide, at its cost, an additional six (6) signed copies of the Collective Bargaining Agreement to the Union and will provide a copy of the new Agreement to the Union in an electronic word version.

LETTER OF UNDERSTANDING 5

Part-time employees may not work more than 1499 hours in any calendar year. Notwithstanding the above, Part-time employees may work, at the discretion of the Village, up to 1800 hours in any calendar year if they execute a waiver waiving any ability to receive health care benefits and other benefits exclusively reserved to full-time employees.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2014-76

AN EMERGENCY RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO THE
ANNUAL APPROPRIATION ORDINANCE

WHEREAS, as the result of certain occurrences, information, and expenditures, amendments to the year 2014 Annual Appropriation Ordinance are required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein authorizes the amendments to the Year 2014 Annual Appropriation Ordinance that are attached hereto and incorporated herein by reference.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.


SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield, and for the reason that this action is required by state law and is necessary for the operation of the Village government, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of December, 2014.


Bea Greenlee, President Pro-Tem of Council


Jesse J. Nehez, Mayor

Approved as to Legal Form.


Bradric T. Bryan, Director of Law

I, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 29 day of December, 2014.


Clerk of Council

Village of Northfield
Exhibit A: Summary of Appropriations Amendments
December 29, 2014

<u>Fund</u>	<u>2014 Beginning Balance</u>	<u>Estimated 2014 Receipts</u>	<u>Amendments to Resources</u>	<u>Total Available Resources</u>	<u>Current 2014 Appropriations</u>	<u>Amendments to Appropriations</u>	<u>Total Appropriations</u>	<u>Estimated Ending Balance</u>
General	\$ 186,498.33	\$ 4,003,131.94	\$ 54,000.00	\$ 4,243,630.27	\$ 3,582,406.60	\$ 534,600.00	\$ 4,117,006.60	\$ 126,623.67
SCM&R	(58,065.74)	302,661.45	-	244,595.71	226,181.54	10,000.00	236,181.54	8,414.17
State Highway	(2,458.21)	64,300.00	-	61,841.79	49,000.00	-	49,000.00	12,841.79
Police Pension	43,377.55	19,726.75	-	63,104.30	51,129.92	-	51,129.92	11,974.38
Fire Levy	45,216.25	1,393,636.00	-	1,438,852.25	1,434,110.00	-	1,434,110.00	4,742.25
Law Enforcement Assistance	1,016.86	-	-	1,016.86	-	-	-	1,016.86
Permissive Tax	1,392.50	8,500.00	-	9,892.50	-	-	-	9,892.50
Law Enforcement Trust	617.18	-	-	617.18	-	-	-	617.18
Court Computer	7,584.83	6,500.00	-	14,084.83	3,350.00	500.00	3,850.00	10,234.83
Sewer	42,103.95	339,135.29	-	381,239.24	257,549.00	48,000.00	305,549.00	75,690.24
Unclaimed Funds	634.60	-	-	634.60	-	-	-	634.60
Refundable Performance Bond	500.00	-	14,000.00	14,500.00	-	14,000.00	14,000.00	500.00
Total	\$ 268,418.10	\$ 6,137,591.43	\$ 68,000.00	\$ 6,474,009.53	\$ 5,603,727.06	\$ 607,100.00	\$ 6,210,827.06	\$ 263,182.47

Village of Northfield
Exhibit A: Appropriations Amendments Detail
December 29, 2014

<u>Code</u>	<u>Description</u>	<u>Previous Appropriation</u>	<u>Amendment</u>	<u>Revised Appropriation</u>	
General Fund					
A01-A-112	Income Tax	\$ 2,417,000.00	\$ 54,000.00	\$ 2,471,000.00	
	Total	\$ 2,417,000.00	\$ 54,000.00	\$ 2,471,000.00	
A01-1-A-212	Police PT Salaries	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	
A01-1-A-216	Medicare	11,138.73	10,000.00	21,138.73	
A01-1-A-233	Contractual Services	57,516.80	5,000.00	62,516.80	
A01-1-A-242	Other Expenses (PD)	8,850.00	5,000.00	13,850.00	
A01-5-A-211	FT Service Salaries	200,000.00	50,000.00	250,000.00	
A01-5-A-212	PT Service Salaries	45,000.00	35,000.00	80,000.00	
A01-5-A-213	Service Overtime	60,000.00	(60,000.00)	-	OT Included in Salary Line Items
A01-5-A-214	Service Admin Asst	48,000.00	5,000.00	53,000.00	
A01-5-A-217	Medicare	3,820.23	1,000.00	4,820.23	
A01-5-A-233	Contractual Services	25,000.00	10,000.00	35,000.00	
A01-5-A-235	Motor Fuel (Service)	60,000.00	10,000.00	70,000.00	
A01-5-A-237	Utilities	11,000.00	2,000.00	13,000.00	
A01-5-A-242	Supplies and Materials	25,000.00	5,000.00	30,000.00	
A01-5-A-243	Other Expenses (Service)	10,950.00	10,000.00	20,950.00	
A01-5-A-250	Capital (Service)	5,000.00	24,000.00	29,000.00	
A01-5-A-260	Debt Service Principal	26,000.00	10,000.00	36,000.00	
A01-7-C-220	Conference, Education, Travel	100.00	600.00	700.00	
A01-7-G-230	Utilities	9,000.00	40,000.00	49,000.00	
A01-7-G-233	Contractual Services	41,000.00	35,000.00	76,000.00	
A01-7-G-234	Tax Collection Expense	50,000.00	50,000.00	100,000.00	
A01-7-H-210	OPERS Employer Contribution	80,000.00	40,000.00	120,000.00	
A01-7-H-213	Health Insurance	156,000.00	90,000.00	246,000.00	
A01-7-I-230	Audit	5,445.00	12,000.00	17,445.00	
A01-7-I-232	County Auditor/Treasurer Fees	34,079.00	25,000.00	59,079.00	
A01-7-J-233	Land & Bldg. Contractual Services	25,000.00	20,000.00	45,000.00	
	Total	\$ 1,097,899.76	\$ 534,600.00	\$ 1,632,499.76	
SCM&R Fund					
B01-6-B-247	Salt	\$ 25,000.00	\$ 30,000.00	\$ 55,000.00	
B01-6-B-248	Supplies & Materials	30,000.00	(20,000.00)	10,000.00	
		\$ 55,000.00	\$ 10,000.00	\$ 65,000.00	
Fire Levy Fund					
B08-1-A-211	Fire Salaries	\$ 434,500.00	\$ (5,000.00)	\$ 429,500.00	
B08-1-A-261	Debt Interest	-	5,000.00	5,000.00	
	Total	\$ 434,500.00	\$ -	\$ 434,500.00	
Court Computer Fund					
B17-7-C-241	Office Supplies	\$ 2,000.00	\$ 500.00	\$ 2,500.00	
	Total	\$ 2,000.00	\$ 500.00	\$ 2,500.00	
Sewer Fund					
E02-5-A-260	Debt Principal	\$ 13,374.00	\$ 48,000.00	\$ 61,374.00	
	Total	\$ 13,374.00	\$ 48,000.00	\$ 61,374.00	
Refundable Performance Bonds					
G06-H-185	Performance Bonds	\$ -	\$ 14,000.00	\$ 14,000.00	Bonds from Transformer Moves
		\$ -	\$ 14,000.00	\$ 14,000.00	
G06-7-X-171	Refund	\$ -	\$ 7,000.00	\$ 7,000.00	Outflows from Bonds
G06-7-X-271	Transfers Out	-	7,000.00	7,000.00	Outflows from Bonds
	Total	\$ -	\$ 14,000.00	\$ 14,000.00	

VILLAGE OF NORTHFIELD RESOLUTION NO. 2014-77

**AN EMERGENCY RESOLUTION TO MAKE TEMPORARY APPROPRIATIONS FOR
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE FOR THE
PERIOD FROM JANUARY 1, 2015 THROUGH MARCH 31, 2015**

WHEREAS, the Village is required by law to make temporary appropriations for current expenses and other expenditures for the period from January 1, 2015 through March 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That in order to provide funds for the current expenses and other expenditures of the Village for the period from January 1, 2015 through March 31, 2015, the following appropriations are hereby made, by fund:

FUND:

General Fund:	\$750,000.00
Sewer Fund:	\$125,000.00
Fire/Rescue Levy Fund:	\$250,000.00
Police Pension Fund:	\$5,000.00
Street Construction & Maintenance Fund	\$50,000.00
State Highway Improvement Fund:	\$10,000.00
Court Computer Fund:	\$5,000.00
Law Enforcement Fund:	\$1,000.00
Refundable Performance Bond Fund:	\$500.00
Law Enforcement Assistance Fund	\$200.00

TOTAL EXPENDITURES --ALL FUNDS: \$1,196,700.00

SECTION 2. That the Director of Finance is hereby authorized to draw his warrants for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers thereof, or an Ordinance shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or Ordinance; provided further, that the appropriations or contingencies can only be expended upon approval of Council for items or expenses constituting a legal obligation against the Village and for purposes other than those covered by other specific appropriations.

RESOLUTION NO. 2014-
PAGE TWO

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it is necessary for the operation of the Village government and is required by law, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of December, 2014.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 29 day of December, 2014.

Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2014-78

AN EMERGENCY RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

WHEREAS, the Director of Finance desires Council to authorize the transfer of certain funds from the General Fund to the SCM&R Fund and the Fire Fund; and

WHEREAS, Council desires to authorize the requested transfers.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein authorizes the following fund transfers:

<u>From</u>	<u>To</u>	<u>Amount</u>
1. General Fund	SCM&R Fund	\$216,000
2. General Fund	Fire Fund	\$176,000

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the regular operation of municipal departments, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of December, 2014.

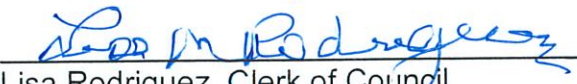

Bea Greenlee, President Pro-Tem of Council


Jesse J. Nehez, Mayor

Approved as to Legal Form.


Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 29 day of December, 2014.


Lisa Rodriguez, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2014-79

**AN EMERGENCY RESOLUTION
APPROVING THE PAYMENT OF BILLS FOR THE MONTH OF DECEMBER 2014**

WHEREAS, Council desires to authorize the payment of the attached bills in the total amount set forth below for the month of December, 2014.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the payment of the bills specified in the list attached hereto in the total amount set forth below is hereby and herein authorized.

Total Payments from the General Account: \$146,930.91

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that Council is required to authorize the payment of the attached bills in conjunction with the payment thereof, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of December, 2014.


Bea Greenlee, President Pro-Tem of Council


Jesse J. Nehéz, Mayor

Approved as to Legal Form.


Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 29 day of December, 2014.


Lisa Rodriguez, Clerk of Council

PO#	Invoice Date	Invoice #/Account	Vendor	Amount	Check #
40294	10/1/2014	661806	1st Ayd Corporation	\$63.65	
	11/21/2014	234540	ABCO Fire Protection, Inc.	\$46.80	
40031	10/21/2014	1200429451958	Advance Auto Parts	\$8.78	
40031	10/22/2014	1200429534409	Advance Auto Parts	\$8.78	
40363	12/6/2014	132424	Allied Corporation	\$183.00	
	12/5/2014		A.M.C.C.O.	\$50.00	
40002	11/28/2014	20-107902	Arrow Uniform	\$203.49	
40002	12/5/2014	20-112035	Arrow Uniform	\$548.71	
40002	12/19/2014	20-120235	Arrow Uniform	\$224.32	
40002	12/12/2014	20-116166	Arrow Uniform	\$202.57	
40002	12/19/2014	20-120236	Arrow Uniform	\$133.26	
40002	12/26/2014	20-124295	Arrow Uniform	\$202.57	
40031	12/15/2014	1029	A-Team Public Safety	\$325.00	
	12/11/2014	81655	Atwell's Police and Fire Equipme	\$577.41	
40031	12/15/2014		August, Ryan	\$25.00	
40055	12/15/2014		August, Ryan	\$275.00	
40069	12/22/2014	12519181	Automotive Distributors Wareh	\$92.98	
	12/8/2014	115574	The Baldwin Group	\$90.00	
40288	11/19/2014	5921245	B&C Communications	\$5,207.32	
40288	11/19/2014	5921238	B&C Communications	\$3,835.00	
40003	11/26/2014	228246	BEI	\$134.99	
40003	11/26/2014	228207	BEI	\$625.03	
40003	12/3/2014	228528	BEI	\$9.60	
	11/5/2014	226665 (fire)	BEI	\$162.97	
	12/23/2014	3003250	BEI	\$13.98	
40004	11/17/2014	2901988387	Cargill	\$2,385.05	
40004	11/17/2014	2901988629	Cargill	\$2,400.46	
40004	11/18/2014	2901991619	Cargill	\$2,336.81	
40004	12/3/2014	2902017814	Cargill	\$3,461.07	
40004	12/2/2014	2902015029	Cargill	\$1,177.11	
	11/14/2014		Charles E. Harris & Associates, In	\$4,993.80	
	12/5/2014	2014004835	City of Macedonia	\$2,282.50	
40005	11/21/2014	21697	Classic Designs	\$2,317.50	

40005	12/11/2014	21729	Classic Designs	\$1,695.00	
	11/20/2014	805576	CML, Inc.	\$419.50	
	12/2/2014	Group 586901-100	COSE	\$19,394.46	
40462	12/2/2014	4948896	Custom Ink	\$326.23	
40462	12/3/2014	4948895	Custom Ink	\$1,965.95	
40007	11/28/2014	1278146	Cuyahoga Landmark	\$669.12	
40007	11/12/2014	1299275	Cuyahoga Landmark	\$1,591.64	
40007	12/2/2014	1278130	Cuyahoga Landmark	\$1,444.25	
	11/30/2014	35F24	Dave Yost - Ohio Auditor of State	\$164.00	
40008	11/26/2014	8255 7070 8838 5971	Dish	\$38.41	
40009	11/30/2014	065075	Distillata Company	\$98.30	
	12/9/2014	0440300410505 (68 Hd	East Ohio Gas	\$315.94	
	12/9/2014	54403 0041 0512 (255	East Ohio Gas	\$104.50	
	12/9/2014	94403 0041 0529 (1045	East Ohio Gas	\$237.77	
	12/9/2014	9500013685495 (1027	East Ohio Gas	\$362.39	
	12/9/2014	9500053438235	East Ohio Gas	\$175.67	
	12/8/2014	216	Euthenics, Inc.	\$5,877.00	
	12/2/2014		Fairfield Inn & Suites	\$310.20	
	11/26/2014	INNSER530799	Finley Fire Equipment	\$593.48	
	11/18/2014	14-1118090OH	Fire Force Inc.	\$2,005.00	
	12/8/2014	14-1208050OH	Fire Force Inc.	\$473.00	
40031	12/6/2014	132592	Firestone	\$666.69	
40031	10/1/2014	130953	Firestone	\$121.49	
40031	12/20/2014	132923	Firestone	\$55.67	
	12/15/2014	67650	First Merit Equipment Finance	\$6,506.47	
	12/15/2014	acct # 9760 (Mackie)	First Merit	\$323.34	
	12/15/2014	Acct # (Wentz)	First Merit	\$197.13	
	12/15/2014	Acct # (Rodriguez)	First Merit	\$308.90	
	12/15/2014	Acct # (Walters)	First Merit	\$73.58	
	12/2/2014	RI 102229017	FP Mailing Solutions	\$80.85	
	12/14/2014	R 102238913	FP Mailing Solutions	\$63.76	
40264	12/18/2014	1094	Garnet Specialties, Inc.	\$371.46	
	11/20/2014	TRP/100062895 (Gram	Glock Professional, Inc.	\$195.00	
	11/20/2014	TRP/100060879 (Olesir	Glock Professional, Inc.	\$195.00	

	12/5/2014	November Invoice	Goodwin & Bryan, LLP	\$5,440.60	
	1/1/2015	Group 00481786	Guardian	\$1,585.12	
40244	11/20/2014	D274683	HD Supply	\$11.08	
	11/21/2014	x1183	Home Depot Credit Services	\$362.04	
	12/1/2014		JLM Group	\$2,400.00	
	12/3/2014	194258001	Key Government Finance, Inc.	\$1,632.59	
	12/15/2014	194258002	Key Government Finance, Inc.	\$16,505.07	
40061	11/25/2014	105511	Liberty Ford	\$24.96	
40061	12/2/2014	105599	Liberty Ford	\$16.11	
40031	12/15/2014	193021	Liberty Ford	\$128.96	
40031	12/9/2014	193005	Liberty Ford	\$5.85	
	12/11/2014	LF24500	Life Force Management	\$844.76	
	7/22/2014	15754	McGowan Governmental UW	\$6,062.00	
	7/22/2014	15755	McGowan Governmental UW	\$6,062.00	
	11/18/2014	65913	MEDSource One	\$141.00	
	11/22/2014	65786	MEDSource One	\$45.00	
	8/28/2014	D370469	Michael's Auto Parts	\$45.50	
40016	11/20/2014	D371685	Michael's Auto Parts	\$68.16	
40016	11/24/2014	D371742	Michael's Auto Parts	\$79.92	
40016	12/3/2014	D371812	Michael's Auto Parts	\$59.84	
40016	12/10/2014	D371912	Michael's Auto Parts	\$179.65	
40016	12/10/2014	D371913	Michael's Auto Parts	\$87.00	
40016	12/19/2014	D372045	Michael's Auto Parts	\$126.95	
	12/12/2014	7387494	Micro Center	\$47.94	
	12/14/2014	7390674	Micro Center	\$99.99	
	11/26/2014	MMI 106068	Modern Marketing	\$259.94	
	12/16/2014	826328291	Moore Medical	\$983.26	
	12/11/2014	Reimbursement	Nees, Paul	\$180.00	
	11/19/2014	2098	Nicks Landscaping & Tree Service	\$325.00	
	12/2/2014		Northeast Ohio Association of M	\$16.50	
	12/9/2014		Northeast Ohio Association of M	\$25.00	
40059	10/17/2014	65457	Oakwood Village Hardware & Su	\$196.12	
40059	10/22/2014	65532	Oakwood Village Hardware & Su	\$133.51	
	9/10/2014		Ohio Dept. of Commerce	\$150.00	

	11/26/2014	110100622874	Ohio Edison (10705 A Olde 8)	\$49.39	
	11/26/2014	110100622892	Ohio Edison (10705 B Olde 8)	\$50.94	
	11/26/2014	110100622924	Ohio Edison (10705-C Olde 8)	\$45.71	
	11/26/2014	110094648711	Ohio Edison (199 Ledge)	\$155.78	
	12/3/2014	210000649009	Ohio Edison (master bill)	\$1,702.51	
	12/18/2014	110009459758	Ohio Edison (street lights)	\$1,285.82	
	11/19/2014	E0450P	Ohio Police & Fire Pension Fund	\$100.00	
	12/16/2014	3384	Parr Public Safety Equipment	\$2,038.00	
	12/18/2014	3395	Parr Public Safety Equipment	\$205.92	
	12/3/2014		Portage County Sheriffs Office	\$200.00	
	11/20/2014	51106324	Praxair	\$102.30	
	12/1/2014	185541	Public Agency Training Council	\$295.00	
7/26/2009	11/26/2014	8231629	Quill.com	\$94.44	
		credit	Quill.com	-\$9.98	
	9/24/2014	6420076	Quill.com	\$33.09	
	10/15/2014	7009950	Quill.com	\$40.76	
	12/3/2014	8334263	Quill.com	\$508.92	
	12/2/2014	8291998	Quill.com	\$92.69	
	12/2/2014	8314548	Quill.com	\$76.55	
	12/4/2014	799513	Quill.com	-\$2.70	
	12/4/2014	799514	Quill.com	-\$118.95	
	12/15/2014	11866	Radio Tech	\$613.40	
	12/9/2014	Dec. 2014	Rocky Hill (Sewer Billing)	\$1,000.00	
	12/9/2014	Dec. 2014	Rocky Hill (Web)	\$70.00	
	12/10/2014	ambul. Refund	Sattiewhite, Aleta	\$581.00	
	12/23/2014	99-23220	Security & Polygraph Consultant	\$225.00	
	12/20/2014	1125-89	Schurmann, Bryan	\$300.00	
	12/11/2014	2915	Shamrock Gear Restoration LLC	\$402.60	
	9/5/2014	6554-9	Sherwin-Williams	\$22.93	
	9/24/2014	2454-7	Sherwin-Williams	\$22.93	
40476	11/10/2014	130080	Shuttler's Uniforms	\$750.00	
	11/17/2014	130842 (Bonfield)	Shuttler's Uniforms	\$268.95	
	11/22/2014	130559	Shuttler's Uniforms	\$99.98	
	11/28/2014	131136 (Sabellii)	Shuttler's Uniforms	\$80.20	

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